

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 11	
2. Amendment/Modification No. P00008		3. Effective Date 2004FEB20		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHLA GARY WONDERO (586)574-7265 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WONDEROG@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376		Code S0101A	
				SCD B PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE LP STEEL PRODUCTS DIVISION 2101 W 10TH ST BOX 1030 ANNISTON, AL. 36201-4223 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-M015	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAR29	
Code 0ZKG0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: W It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/>		A. This Change Order is Issued Pursuant To: Mutual Agreement of the Parties The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004FEB20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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	PIIN/SIIN DAAE07-02-C-M015	MOD/AMD P00008	
Name of Offeror or Contractor: UNITED DEFENSE LP			

SECTION A - SUPPLEMENTAL INFORMATION

DEPARTMENT OF THE ARMY
UNITED STATES ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND
WARREN, MI 48397-5000

AMSTA-AQ-AHLA

Ms. Cindy Garrison
United Defense
Limited Partnership
Steel Products Division
P.O. Box 1030
Anniston, AL 36202

Dear Ms. Garrison:

This letter constitutes a contract (Number DAAE07-02-C-M015 Modification P00008) on the terms and conditions set forth herein and signifies the intention of the U.S Army Tank-automotive and Armaments Command to execute a formal firm-fixed price contract modification with you for the supplies and services in the following pages.

You are directed to commence work immediately to provide the supplies and services, as specified in Section B of this letter contract modification.

The price ceiling for the items listed in Section B are as set forth in Section A "CEILING PRICES". The ceiling price is the maximum not-to-exceed price that the Government will negotiated in definitizing this Letter Contract Modification>.

Please indicate your acceptance of this contract by signing this Letter Contract Modification and return it to this office.

This contract is entered into pursuant to 10 U.S.C. 2304(c)(1), and any required justification and approval has been executed

Sincerely

Vito Zuccaro
Contracting Officer

EXECUTION AS TO THE DATE SHOWN BELOW:

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Name of Offeror or Contractor: UNITED DEFENSE LP			

CEILING PRICE/NOT TO EXCEED PRICE (NTE)

The ceiling price established for this effort are cited below. The ceiling price is the maximum not-to-exceed price that the Government will negotiate downward in definitization of this contract. Ceiling price is for CLIN 0013AA and 0013AB. Limitation of Government Liability is established at Contract Provision H-1.

CLIN	CEILING PRICE
0013AA (48 each M1068A3 Vehicles)	\$3,299,115.22
0013AB (29 each M1068A3 Vehicles)	\$1,993,215.39
Total dollar value of ceiling/NTE:	\$5,292,330.61

*** END OF NARRATIVE A 007 ***

This is a Letter Contract. Specific clauses applicable to this letter contract in Sections "H" and "I" are cited below:

FAR 52.216-23, Execution and Commencement of Work (APR 1984)
FAR 52.216-24, Limitation of Government Liability (APR 1984)
FAR 252.217-7027, Contract Definitization (OCT 1997)

*** END OF NARRATIVE A 008 ***

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Name of Offeror or Contractor: UNITED DEFENSE LP		

1. Contract Totals: P00008

	PRIOR TOTAL	THIS ACTION	REVISED TOTAL
Funded for Firm			
Fixed Price:	\$24,586,706.07	\$ -0-	\$24,586,706.07
Funded for Undefined			
Contractual Action	\$ -0-	\$3,969,247.96	\$3,969,247.96
Total Contract			
Amount:	\$24,586,706.07	\$3,969,247.96	\$28,555,954.03

This modification P00008 follows

2. The purpose of this modification is to issue a letter contract modification for contract DAAE07-02-C-M015.

3. The Parties agree:

a. that this letter contract provided authority to the contractor, United Defense, L.P., Steel Products Division, to: 1) overhaul and convert 77 vehicles within the M113 FOV (CLINs 0013AA and 0013AB), 2) provide Engineering Support 3) provide Field Service Representative FSR support in accordance with the FSR Scope of Work defined at paragraph C.21.1: 4)Contract narrative A008 entitled "Ceiling Prices" details the settlement on an individual CLIN basis alongside the established ceiling price.

b. that United Defense, L.P., Steel Products Division, Small Business and Small Disadvantaged Business Subcontracting Plan dated January 14, 2004 is incorporated by reference into the contract.

c. that vehicle warranty in accordance with paragraph C.22.1. is applicable to and included in the vehicle unit price for CLINs 00013AA and 00013AB.

d. add the following clauses: 252.217.7027 "CONTRACT DEFINITIZATION". 52.216-23 "EXECUTION AND COMMENCEMENT OF WORK" and 52.216-24 "LIMITATION OF GOVERNMENT LIABILITY"

- e. UDLP shall dust coat vehicles after conversion, one color tan
 - UDLP shall provide T-150 Track for all 77 vehicles
 - Proposal does not include and UDLP will not furnish M1068A3 tent, bootwalls or grounding kit.
 - UDLP shall incorporate mounting provisions called out in Change Notices (CN) incorporated on P7 Vehicles
 - * CN163437, crew compartment
 - * CN163439, M577A2 to M1068A3 conversion
 - * CN163411, electrical
 - * CN163444, stowage
 - * CN163443, NBC
 - * CN163421, electrical
 - * CN163814, stowage
 - * CN163813, safe plate installation
 - * CN163812, floor plate
 - * CN163442, floor plate
 - * CN163420, extension base
 - * CN163409, support channel
- f. UDLP shall purchase and install all M1068 mounting provisions.
- g. UDLP shall remove M577A3 NBC and reuse like components for M1068A's.
- h. UDLP shall purchase remaining NBC components for M1068A3's.
- i. UDLP shall install new heater exhaust wiring harness shield.

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Name of Offeror or Contractor: UNITED DEFENSE LP

- j. UDLP shall install laser protected M17 Periscopes to replace the non laser protected periscopes.
- k. The APU's will be obtained from the donor M1068 vehicles. The APU's on the M577A3's should be pulled and packaged along with the rest of the excess M577A3 components. QTY of 63 vehicles will need to have the APU's removed, as QTY of 14 were removed by previous contract DAAE07-03-C-M019.
- l. All SICPS, TOC or CECOM unique installation components are to be GFM and installed at a CONUS location (UDLP will provide some SICPS items as shown in the Bill of Material (BOM) as additional SICPS parts). Vehicles will be available no earlier than April 2004 for fielding. The contractor's proposal does not cover the material for those installation components, only the mounting provisions. Price does include the transfer of material as currently being provided at Ft. Hood. For pricing purposes UDLP assumed 46 vehicles will go to Ft. Hood and 31 Vehicles will go to Ft. Carson, with all the work completed in 2004.
- m. Removal of T-130 track from a quantity of 63 input vehicles will be performed and priced under this contract. Installation of the T-150 track and break-in testing for a quantity of 77 vehicles is included in the proposal.
- n. ANAD Test Track will be provided for Track Break-in and other testing.
- o. add section "F" Delivery information.
- p. the firm fixed price amount of this contract is increased by \$ -0- from \$24,586,706.07 to \$24,586,706.07.
- q. the total amount funded for the undefinitized contractual action is 3,969,247.96.
- r. the total contract amount is increased by \$3,969,247.96 from \$24,586,706.07 to \$28,555,954.03.
- s. that Sections A, B, G, H, I and F are revised to incorporate changes reflected in this modification.
4. That, except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 011 ***

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0013	NSN: 2350-01-369-6086 FSCM: 19207 PART NR: 8750288 SECURITY CLASS: Unclassified				
0013AA	<u>PRODUCTION QUANTITY</u> NOUN: M577A3 TO M1068A3 CONVERSION PRON: 7248C00172 PRON AMD: 01 ACRN: AH AMS CD: 31200496008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY3316D002 Y00000 M 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 48 31-JUL-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	48	EA	\$ ** N/A ** NOT TO EXCEED	\$ 2,474,336.41 \$ 3,299,115.22

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AB	<div>MAINTENANCE AND OVERHAUL: DELIVERABLE</div> <div>NOUN: M577A3 TO M1068A3 CONVERSION PRON: 7238C00972 PRON AMD: 01 ACRN: AJ AMS CD: 31200496010</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY3316D001 Y00000 M 1 DEL REL CD QUANTITY DEL DATE 001 29 31-JUL-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	29	EA	\$ ** N/A ** NOT TO EXCEED	\$ 1,494,911.55 \$ 1,993,215.39

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SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY SCHEDULE - The parties agree that the delivery schedule in the contract for the FY03/FY04 77 vehicle requirement (CLIN 00013AA and 00013AB) is valid for the delivery period that extends through April 2004 for completion of all 77 vehicles. The schedule contained in Section "B" for the 77 vehicle requirement shall be used in the event that a new schedule is not mutually agreed upon prior to definitization.

*** END OF NARRATIVE F 002 ***

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			PRIOR AMOUNT		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0013AA	7248C00172 31200496008 A14P30087272	AH	1 4ZGB01	\$		0.00	\$	2,474,336.41	\$	2,474,336.41
0013AB	7238C00972 31200496010 A13P30107204	AJ	1 3ZGB05	\$		0.00	\$	1,494,911.55	\$	1,494,911.55
						NET CHANGE	\$	3,969,247.96		

SERVICE	NET CHANGE		ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>		<u>STATION</u>		<u>AMOUNT</u>
Army	AH	21 42033000045R5R03P31200431E1 S20113	W56HZV	\$	2,474,336.41
Army	AJ	21 32033000035R5R03P31200431E1 S20113	W56HZV	\$	1,494,911.55
				NET CHANGE	\$ 3,969,247.96

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	24,586,706.07	\$	3,969,247.96	\$	28,555,954.03

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Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED 52.216-24		LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,969,247.96 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is 3,969,247.96 dollars.			
(End of clause)			

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Name of Offeror or Contractor: UNITED DEFENSE LP		

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-23		EXECUTION AND COMMENCEMENT OF WORK	APR/1984

The Contractor shall indicate acceptance of this letter contract by signing one copie of the contract and returning them to the Contracting Officer not later than February 20, 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-2 CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A Firm Fixed Price (Modification) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a -2- proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	March 31, 2004
Submission of Proposal:	Qualified Proposal Submitted Jan 24, 2004
Completion of DCAA Audit:	February 23, 2004
Projected Completion of Negotiations	February 27, 2204
Submission of Subcontracting Plan:	Submitted and Approved January 20, 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$5,292,330.61.

[End of Clause]